

PATENT
Attorney Docket No. A-64558-1
Attorney File No.: 463037-00080

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

KAYYEM

Serial No. 08/873,597

Filing Date: June 12, 1997

For: *AC Methods for the Detection of Nucleic Acids*

Examiner: FORMAN, Betty J.

Art Unit: 1634 Confirmation No. 2066

CERTIFICATE OF ELECTRONIC TRANSMISSION

I hereby certify that this correspondence, including listed enclosures, is being electronically transmitted in Portable Document Form (PDF) through EFS-Web via Hyper Text Transfer Protocol to the United States Patent and Trademark Office's Patent Electronic Business Center on:

Date: October 10, 2006

Signature 
Brent Yamchura

**TERMINAL DISCLAIMER TO
OBVIAE DOUBLE PATENTING REJECTION**

Mail Stop Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Petitioner, **Clinical Micro Sensors, Inc.** (hereinafter "CMS"), represents that it is the assignee of the entire right, title, and interest of:

1. The instant application, U.S. Serial No. 08/873,597, filed June 12, 1997; and
2. U.S. Patent No. 7,014,992, filed June 12, 1997.

Assignments are recorded in the United States Patent and Trademark Office for U.S. Patent No. 7,014,992, filed June 12, 1997, at Reel No. 8866, Frame No. 0887, and Reel No. 010225, Frame No. 0660. A copy of these assignments are attached hereto.

CMS hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154-156 and 173, as shortened by any terminal disclaimer of U.S. Patent No. 7,014,992, filed June 12, 1997.

CMS hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, CMS does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154-156 and 173 of U.S. Patent No. 7,014,992, filed June 12, 1997, as shortened by any terminal disclaimer, in the event that the patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer.

The undersigned is empowered to act on behalf of the petitioner/assignee. The undersigned has reviewed the evidentiary documents in the chain of title of the present application identified above, and certifies that, to the best of assignee's knowledge and belief, title is in the assignee CMS.

While Applicants believe that no other fees are due at this time, the Commissioner is authorized to charge the terminal disclaimer fee of \$65.00 under 37 C.F.R. 1.20(d), and any additional fees, including extension fees or any other relief that may be required, in connection with this reply to Deposit Account 50-2319 (Order No. 463037-00080; Docket No.: A-64558-1).

Serial No.: 08/873,597

Filed: June 12, 1997

The undersigned is an attorney or agent of record.

DORSEY & WHITNEY LLP

Dated: 10/10/06

By:

Customer No.: 32940

555 California Street, Suite 1000

San Francisco, CA 94104-1513

Telephone: (415) 781-1989

Facsimile: (415) 398-3249

Robin Silva
Robin M. Silva, Reg. No. 38,304

Attorneys of Record for Applicant



UNITED STATES DEPARTMENT OF COMMERCE

Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

A-63761-1 / RFT, RMS

FEBRUARY 12, 1998

PTAS

FLEHR HOHBACH TEST ALBRITTON ET AL.
ROBIN M. SILVA, ESQ.
SUITE 3400
FOUR EMBARCADERO CENTER
SAN FRANCISCO, CA 94111-4187



100600300A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/22/1997

REEL/FRAME: 8866/0887

NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNEE:
KAYYEM, JON FAIZ

DOC DATE: 07/07/1997

ASSIGNEE:
O'CONNOR, STEPHEN D.

DOC DATE: 07/07/1997

ASSIGNEE:
GOZIN, MICHAEL

DOC DATE: 07/07/1997

ASSIGNEE:
YU, CHANGJUN

DOC DATE: 07/07/1997

ASSIGNEE:
CLINICAL MICRO SENSORS, INC.
101 WAVERLY DRIVE
PASADENA, CALIFORNIA 91105

SERIAL NUMBER: 08873978
PATENT NUMBER:

FILING DATE: 06/12/1997
ISSUE DATE:

8866/0887 PAGE 2

SEDLEY PYNE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

M2D 12/22/97

FORM PTO-1595
1-31-92

01-08-1998



100600300

FIR SHEET

RECEIVED
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Assistant Commissioner for Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): JON FAIZ KAYYEM, STEPHEN D. O'CONNOR, MICHAEL GOZIN, CHANGJUN YU		2. Name and address of receiving party(ies): Name: CLINICAL MICRO SENSORS, INC. Internal Address: _____	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of Conveyance: [X] Assignment <input type="checkbox"/> Merger [] Security Agreement <input type="checkbox"/> Change of Name [] Other _____		Street Address: 101 Waverly Drive City: Pasadena Country U.S.A. Zip: 91105 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Execution Date: July 7, 1997			
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____			
A. Patent Application No.(s) 08/873,978		B. Patent No.(s)	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: ROBIN M. SILVA, ESO. Internal Address: FLEHR HOHBACH TEST ALBRITTON & HERBERT LLP		6. Total number of applications and patents involved: 1	
Street Address: SUITE 3400 FOUR EMBARCADERO CENTER City: SAN FRANCISCO State: CA Zip: 94111-4187		7. Total fee (37 CFR 3.41): \$40.00 [X] Enclosed [] Authorized to be charged to deposit account	
		8. Deposit account number: 06-1300 Please debit any underpayment or credit any overpayment to the above deposit account.	
		Our Order No. A-63761-1/RFT/RMS	

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robin M. Silva
Name of Person Signing
(Reg. No. 38,304)

Signature

December 17, 1997

Date

Total number of pages including cover sheet, attachments and document: [5]

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Patents, Box Assignments
Washington, DC 20231

File No. A-63761-1/RFT/RMS

Rev. 8/93 (57569)

ASSIGNMENT

WHEREAS, the undersigned,

(1) Jon Faiz Kayyem _____ (2) Stephen D. O'Connor _____
(3) Michael Gozin _____ (4) Changjun Yu _____
(hereinafter termed "Inventors"), residents of
(1) Pasadena _____ (2) Pasadena _____
(3) Pasadena _____ (4) Pasadena _____
respectively, Counties of
(1) Los Angeles _____ (2) Los Angeles _____
(3) Los Angeles _____ (4) Los Angeles _____
respectively, States of
(1) California _____ (2) California _____
(3) California _____ (4) California _____
respectively, have invented certain new and useful improvements in

ELECTRODES LINKED VIA CONDUCTIVE OLIGOMERS TO NUCLEIC ACIDS

and have executed an application for a United States patent disclosing and identifying the invention on the
7th day of July 1997, and having Serial No. 08/873,978 and filing date of 12 June 1997
; and

WHEREAS, Clinical Micro Sensors, Inc., a corporation of the State of Delaware, having a place of business at 101 Waverly Drive, Pasadena, State of California, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United

States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

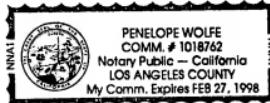
IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as follows:

Date: July 7, 1997 (1) Jon Faiz Kayyem

County of Los Angeles
State of California)ss.

On this 7th day of July, in the year 1997, before me, Penelope Wolfe, Notary Public of the State of California, personally appeared (1) Jon Faiz Kayyem, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity (ie), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(Seal)

Signature Jenelvett Wolfe

Date:

July 7, 1997

(2)

Stephen D. O'Connor

Stephen D. O'Connor

County of Los Angeles
State of California

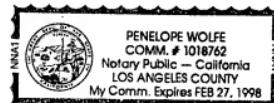
:ss.

On this 7th day of July, in the year 1997, before me, Penelope Wolfe, Notary Public of the State of California, personally appeared (2) Stephen D. O'Connor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity (es); and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Penelope Wolfe



(Seal)

Date:

7 July 1997

(3)

GOzin
Michael Gozin

County of Los Angeles
State of California

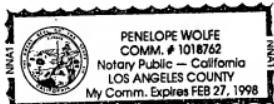
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On this 7th day of July, in the year 1997, before me, Penelope Wolfe, Notary Public of the State of California, personally appeared (3) Michael Gozin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity (es); and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Penelope Wolfe



(Seal)

Date: July 7, 1997

X(4) CHANGJUN YU

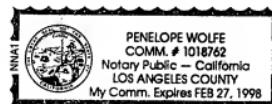
County of Los Angeles
State of California

ss.

On this 7th day of July, in the year 1997, before me, Penelope Wolfe, Notary Public of the State of California, personally appeared (4) Changjun Yu, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Penelope Wolfe



(Seal)



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

A- 63741-1 /RFT, RMS, RMK
NOVEMBER 15, 1999
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ROBIN M. SILVA
FOUR EMBARCADERO CENTER
SAN FRANCISCO, CALIFORNIA 94111-4187



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RECORDATION DATE: 09/13/1999

REEL/FRAME: 010225/0660
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
MEADE, THOMAS J.

DOC DATE: 06/15/1999

ASSIGNEE:
CLINICAL MICRO SENSORS
101 WAVERLY DRIVE
PASADENA, CALIFORNIA 91105

SERIAL NUMBER: 08873978
PATENT NUMBER:

FILING DATE: 06/12/1997
ISSUE DATE:

TARA WASHINGTON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

09-15-1999

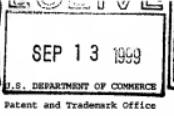
FORM PTO-1595
1-31-92

RE



IT

101145746



To the Honorable Assistant Commissioner for Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): MRD
Thomas J. MEADE
9-13-99Additional name(s) of conveying party(ies) attached? Yes No3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____Execution Date: 15 June 19992. Name and address of receiving party(ies):
Name: Clinical Micro Sensors

Internal Address: _____

Street Address: 101 Waverly DriveCity: PasadenaState: California Zip: 91105Country: U.S.A.

Additional name(s) & address(es) attached?

 Yes No4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

08/873,978

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robin M. Silva
Internal Address: FLEHR HOHBACH TEST
ALBRITTON & HERBERT LLP6. Total number of applications and patents involved: 7. Total fee (37 CFR 3.41): \$ 40.00 Enclosed
 Authorized to be charged to deposit account8. Deposit account number: 06-1300
Please debit any underpayment or credit any overpayment to the above deposit account.Our Order No. A-63761-1/RFT/RMS/RMK

09/15/1999 DCODES 00000056 08873978

01 FC:581

40.00 OP

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robin M. Silva
(Reg. No. 38,304)Robin M. Silva9/8/99

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: [3]

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Honorable Commissioner of Patents and Trademark
Box Assignments
Washington, DC 20231File No. A-63761-1/RFT/RMS/RMK

Rev. 8/93 (39911)

SF-619548-1

ASSIGNMENT

WHEREAS, the undersigned,

(1) Thomas J. Meade _____ (2) _____

(3) _____ (4) _____

(hereinafter termed "Inventors"), residents of

(1) Altadena _____ (2) _____

(3) _____ (4) _____

respectively, Counties of

(1) Los Angeles _____ (2) _____

(3) _____ (4) _____

respectively, States of

(1) California _____ (2) _____

(3) _____ (4) _____

respectively, have invented certain new and useful improvements in

ELECTRODES LINKED VIA CONDUCTIVE OLIGOMERS TO NUCLEIC ACIDS

and have executed an application for a United States patent disclosing and identifying the invention on the _____ day of _____, and having Serial No. 08/873,978 and filing date of June 12, 1997; and

WHEREAS, Clinical Micro Sensors, a corporation of the State of Delaware, having a place of business at 101 Waverly Drive, Pasadena, California, State of California, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United

States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

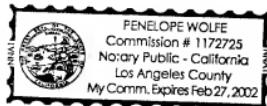
IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this 15th day of June 1979

(1) Thomas J. Meade
Thomas J. Meade

County of Los Angeles
State of California

On this 15th day of June, in the year 1999, before me, Penelope Wolfe, Notary Public of the State of California, personally appeared (1) Thomas J. Meade, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity (see), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal



Signature Penelope Wolfe

(Seal)

A-63761-1/RFT/RMS